

MASTER SERVICES AGREEMENT (MSA)

FOR

REVENUE MAXIMIZATION SERVICES

**ORDERING PROCEDURES
& USER GUIDE**

February 13, 2004

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ATTACHMENTS

A. Standard Agreement (STD 213)	
B. Exhibit A – Scope of Services	
C. Exhibit B – Budget Detail and Payment Provisions	
D. Exhibit C – General Terms and Conditions	
E. Exhibit D – Contractor Certification Clauses	
F. Exhibit E – Special Terms and Conditions	
G. Exhibit F – Contractor’s Fee Schedule	
H. Rider A – Task Schedule (Sample)	

INTRODUCTION

A. PURPOSE

This Master Services Agreement (MSA) is designed to provide revenue maximization services. While State of California agencies and departments and local agencies make every effort to seek out all opportunities for revenues so that they can better serve the needs of the people of California. There are numerous potential sources of revenue (i.e., Medicaid reimbursement, federal billings, grant applications, etc.) upon which the State has not fully capitalized. One such source of money includes federal funds available to California but currently untapped by State due to various impediments. Because of the sheer size of the State, these funds could yield substantial revenue that would go far toward improving public services.

A local agency is any city, county, district or other governmental body empowered to spend public funds.

B. BENEFITS

1. Choice of several contractors depending on the State's business needs.
2. Multiple qualified contractors that have demonstrated the ability to provide revenue maximization services in a satisfactory manner.
3. Fixed service rates over the three (3) year contract period.
4. No Risk - Contractors will only receive compensation after the agency is in receipt of the federal/grant money.

C. ORDER PLACEMENT

For Master purchase orders, delivery of services must not exceed the end term of the Master Agreement by more than 1 year. Amendments must follow Management Memo 03-10. All contracts are currently effective from **November 6, 2003** through **November 5, 2006**. The State, at its option, may extend this contract on a year-to-year basis up to two (2) additional years.

D. ORDER INITIATION

State Agencies shall submit all orders in excess of \$50,000 (Contractor's Fee (Compensation)) to the DGS, Office of Legal Services (OLS) for approval.

State agencies shall coordinate all orders with the appropriate units within your agency (e.g., Procurement, Business Services, Contracts, etc.).

The DGS administrative fee is currently set at **2.13%** of the contracted amount. The DGS will bill the state agencies directly for the administrative fee.

E. CONTRACTOR CONTACTS

Contractors are as follows:

5-03-70-59-IT VIN #781290

Accordis, Inc.
401 Park Avenue South
New York, NY 10016
(212) 685-4974

5-03-70-62-IT VIN #781329

Maximus
11419 Sunset Hills Road
Reston, VA 20191
(703) 251-8500

5-03-70-60-IT VIN #781308

AmeriChoice
8840 Complex Drive, Suite 300
San Diego, CA 92123
(858) 495-1380

5-03-70-61-IT VIN #781318

Linebarger Goggan Blair and Sampson, LLP
1949 South I.H. 35
Austin, TX 78760
(512) 447-6675

5-03-70-63-IT VIN #656359

Public Consulting Group
148 State Street, 10th Floor
Boston, MA 02109
(617) 426-2026

5-03-70-64-IT VIN #781339

University of Massachusetts
529 Main Street, Suite 1M2A #9
Charlestown, MA 02129
(617) 241-6194

G. STATE OF CALIFORNIA CONTACT

Contract Administrator:

Baylor Evans
DGS, Procurement Division
Multiple Award Program (MAP)
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: (916) 375-4460
Email: : baylor.evans@dgs.ca.gov

A. NEW ORDERS

Agencies can place an order by completing a Standard Agreement (STD 213) with Statement of Work and/or Task Schedule. In addition to the STD 213, ordering agencies shall also complete an Agreement Summary (STD 215).

Local Agencies may, in lieu of the State's purchase order forms, use their own purchase document as long as it includes the same information as that required on the Standard Agreement (STD 213).

B. DISTRIBUTION One copy of the approved Standard Agreement (STD 213) must be sent to:

DGS/Procurement Division
Multiple Award Program (MAP)
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

C. TERMINATION

Refer to the language in the attached Contract (STD 213), Exhibit E – Special Terms and Conditions, Item 18. Cancellation/Termination. .

D. AMENDMENTS

Use the Standard Agreement Amendment (213a) to amend a STD 213. Agencies may amend a contract by attaining an approved “non-competitive bid (NCB)” justification – please refer to Management Memo 03-10 on the Procurement Division website for more information.

E. AGENCY REPORTING REQUIREMENTS

If a contractor is either performing in an outstanding manner or if performance problems are encountered, agencies are encouraged to complete a State Agency MSA Contract Performance Report. You will find this report on page 8. Please send this report to the Contract Administrator.

F. DVBE

The Disabled Veteran Business Enterprise (DVBE) participation goals were not included as a bid requirement for this MSA. For each individual project, as the agency business needs are being developed, ordering agencies should decide whether to require MSA contractors to meet DVBE participation goals or to not include such a requirement in the contract for the individual project.

F. STATE POLICY FOR STATE AGENCIES

THE USE OF MASTER SERVICE AGREEMENTS IS OPTIONAL.

H. PROCUREMENT GUIDELINES

Agencies are no longer required to obtain three (3) quotes when ordering from this Master Service Agreement (MSA) when issuing orders up to \$250,000. In accordance with Management Memo 03-10, 6(b), this MSA was competitively bid. These User Guide instructions are hereby modified to remove the requirement to achieve further competition; however, agencies are strongly encouraged to optimize the benefits of the MSA program by comparing different authorized contractors for varying products, services and prices to obtain the best value available.

For orders over \$250,000 (Contractor's Fee (Compensation)), the ordering agency shall contact the Contract Administrator for further discussion and instruction.

I. INVOICES

Refer to the language in the attached Contract (STD 213), Exhibit E – Special Terms and Conditions, Item 11. Reporting, Invoicing, and Payment for Services.

J. CONTRACT FOR REVENUE MAXIMIZATION SERVICES

For your information, attached is a copy of the approved contract for Revenue Maximization Services.

CONTRACTOR FEE (COMPENSATION) SCHEDULE

The following percentage ranges are the minimums and maximums that the contractors will charge a governmental agency.

SUPPLIER	CONTRACTOR FEE (COMPENSATION)
ACCORDIS	3% TO 15%
AMERICHoice, INC.	5% TO 15%
LINEBARGER GOGGAN BLAIR & SAMPSON	15% TO 15%
MAXIMUS	1% TO 10%
PUBLIC CONSULTING GROUP	1% TO 8%
UNIVERSITY OF MASSACHUSETTS	8% TO 12% (MEDICARE) 5% TO 8% (MEDICAID) 11% TO 15% (ALL OTHER)

FORMS

The following forms may be obtained at the following website below:

<http://www.ols.dgs.ca.gov/Contracting+Info/formsandinstructions.htm>

1. Standard Agreement (STD 213)
2. Standard Agreement Amendment (STD 213a)
3. Agreement Summary (STD 215)

STATE AGENCY MSA CONTRACT PERFORMANCE REPORT

1. GENERAL INFORMATION

Date: _____
Agency Name: _____ Contractor Name: _____
Contact Person: _____ Order Number: _____
Phone Number: _____

2. OUTSTANDING PERFORMANCE

Have you hired this Contractor previously? Yes _____ No _____

Provide a brief explanation of the situation and what was done by the Contractor that made their work outstanding:

3. PROBLEM REPORTING

Has the problem been resolved? Yes _____ No _____

Provide a brief explanation of the situation that resulted in the problem:

Discuss what has been done by the Contractor and your Agency to resolve the problem:
